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see *Nutter v. Vickery* (1874) 64 Me. 490, 498. Although the dictum in the instant case is questionable, the decision that the surviving legatees take as tenants-in-common and that as far as they are concerned the heirs of the testator prevail, is undoubtedly sound. *Magnuson v. Magnuson* (1902) 197 Ill. 496, 64 N. E. 371; see *Herzog v. Title Guarantee & Trust Co.* (1903) 177 N. Y. 86, 93, 69 N. E. 283, 285.

WILLS—SOLDIERS' WILLS—REVOCATION OF FORMAL WILL BY UNATTESTED WRITING.—The testator, a soldier in the English army, made a formal will leaving property to his fiancée. He then was sent into active service. Later, because of certain information received by him, he broke off the engagement, and wrote to his sister, who had the will, instructing her to burn it, which she did. The testator died in service. After his death an unattested copy of the destroyed will was found. *Held*, that the will had been effectually revoked by the letter. *Wood v. Gossage* (1921, C. A.) 37 T. L. R. 302.

The English Wills Act provides that a will may be revoked "by another will or codicil executed in manner hereinbefore required, or by some writing declaring an intention to revoke the same, and executed in the manner in which a will is hereinbefore required to be executed." Wills Act, 1837 (1 Vict. c. 26) sec. 20. A writing, therefore, is usually inoperative as a revocation, unless signed by the testator, and attested by two witnesses, as required for the validity of a will. Wills Act, *supra*, sec. 9; *Toomer v. Sobinska* [1907] P. 106. But a soldier in actual military service is exempt from these requirements in the execution of a will disposing of personalty. Wills Act, *supra*, sec. 11; see COMMENTS (1918) 27 YALE LAW JOURNAL, 806. So an informal soldier's will may be probated with a prior formal will. *Winter v. Pawle* (1918, P.) 34 T. L. R. 437. And an informal soldier's will revokes a prior inconsistent formal will, except as to real estate. *Nixon v. Prince* (1918) 34 T. L. R. 444. Similarly, in Virginia, a holographic will revokes a prior inconsistent formal will. *Gordon v. Whitlock* (1896) 92 Va. 723, 24 S. E. 342. The court in the instant case construes secs. 11 and 20 of the Wills Act to mean that, since no formalities are required for the execution of a soldier's will, none are required for its revocation. That a soldier should have the same privilege in revoking as in executing a will seems a just exception to the usual modern requirements for revocation. The decision obviously carries out the intention of the testator.